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circumstances on the ground that there was an adequate remedy in damages for breach of the contract or in a bill for specific performance of it. *State v. Milwaukee Medical College* (1906) 128 Wis. 7, 106 N. W. 116. But no case has been found giving either kind of relief. Even after completing the whole course satisfactorily and passing his final examinations, a student may relieve the school of its duty to give him a diploma by a flagrant violation of school discipline. *People v. New York Law School* (1893, Sup. Ct.) 68 Hun, 118, 22 N. Y. Supp. 663. But he retains even then a right to a certificate showing what he has accomplished. After a student has passed the final examinations and it is in the discretion of the faculty to grant him a diploma, they are under a duty to exercise that discretion; and if all questions of discretion are settled in his favor, then the school must issue the diploma. *State v. Lincoln Medical College* (1908) 81 Neb. 533, 116 N. W. 294.

MANDAMUS—STATUTES—FINANCIAL INABILITY TO PERFORM.—By the decisions of the courts of Florida, railroads are under an absolute duty to provide and maintain an adequate and safe roadbed and track. The defendant having been ordered by the State Railroad Commissioners to make proper repairs, refused to do so. The Commissioners instituted *mandamus* proceedings to enforce the order, and the defendant pleaded its complete financial inability. *Held*, that neither an alternative nor a peremptory writ should be granted. *State ex rel. Burr v. Tavares and Gulf R. R.* (1919, Fla.) 82 So. 833.

Mandamus is the ordinary procedure to compel public service corporations to perform the express and implied duties imposed on them by their charters or by statutes. See *In re Wheeler* (1909, Sup. Ct.) 62 Misc. Rep. 37, 50, 115 N. Y. Supp. 605, 613. The duty must be clear and specific. See *Public Service Commission v. Interborough Rapid Transit Co.* (1916) 172 App. Div. 324, 329, 158 N. Y. Supp. 480, 484. Where the acts to be done under the order would be of a continuing nature, what seems the best opinion holds that the writ will not issue, since it would partake too much of the character of an injunction. *Ibid.* This procedure has been used to compel street railway companies to pave the street between their rails, to compel the operation of adequate and convenient trains, to compel the construction of safe crossings and to compel adoption of rates fixed by state commissions. See 24 L. R. A. 564, note. It seems to be well settled that the existence of other remedies does not prevent the issuing of the writ, if it appears they are not equally adequate, convenient, and complete. *State v. Lake Erie & Western R. R.* (1897, C. C. D. Ind.) 83 Fed. 284; *State v. Chicago, Madison & Northern R. R.* (1891) 79 Wis. 259, 48 N. W. 243. It is generally an adequate defence in *mandamus* proceedings that the writ would be futile and inoperative; and financial inability, when it is as complete as in the instant case, clearly is within the rule. *Ohio & Mississippi Ry. v. People* (1887) 120 Ill. 200, 11 N. E. 347; *State v. Dodge City, Montezuma & Trinidad Ry.* (1894) 53 Kan. 329, 36 Pac. 755; see also 2 Bailey, *Habeas Corpus* (1913) 1139. It has been suggested that *mandamus* might issue at least when the defendant wilfully and, perhaps, fraudulently placed itself in difficulties. That view has some support particularly when the situation developed after the original issuing of the writ. *Silverthorne v. Warren R. R.* (1868) 33 N. J. L., 173; *Public Service Commission v. International Ry.* (1919, Sup. Ct.) 106 Misc. Rep. 364, 174 N. Y. Supp. 708. It is hard to see, however, how the defendant's fraud makes the writ any more enforceable. Perhaps, as suggested in a Georgia case (sometimes erroneously cited as contrary to the doctrine of the principal case), the financial inability will be received as a valid defence to contempt proceedings for failure to comply with the writ. *Savannah & Ogeechee Canal Co. v. Shuman* (1893) 91 Ga. 400, 17 S. E. 937.